IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 84 OF 2006

IN

SUIT NO. 47 OF 2006

WITH

NOTICE OF MOTION NO. 85 OF 2006

IN

SUIT NO. 48 OF 2006

WITH

NOTICE OF MOTION NO. 86 OF 2006

IN

SUIT NO. 49 OF 2006

Housing Development Finance
Corporation Ltd., .. Plaintiff.

vs.

Abdul Latif Mohammed Umar
Khilji & Ors. .. Defendants.

Mr. Dinesh Purandare with Maheshwari i/by
Negandhi Shah & Himayatullah for
plaintiffs in all the three motions.

Ms. Archana Kanekar i/by S.R. Mishra
for defendant no. 1.

CORAM : S.U.KAMDAR, J.

DATE : 23rd January,2006.

P.C.

. In all the three motions, there is a claim of around 22 lacs each. The defendants admit that the loan was obtained against the mortgage of the flat as described in Exhibit A to the plaint. in view of the fact that there is no dispute as to the claim and the flat is voluntarily mortgaged, there shall be an ad-interim order in terms of prayer clause (a) excluding the word sell which is bracketed in red. There shall be an ad-interim order in terms of prayer clause (b) till the Receiver takes possession. The defendant in each motion will be appointed as agent of the Court Receiver on usual terms and conditions excluding the condition of security. All the three motions disposed of in the aforesaid terms.